



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-3101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

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Fifth District

June 17, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**PERSONNEL SERVICES AGREEMENT FOR PUBLIC HEALTH PREPAREDNESS
AND RESPONSE FOR BIOTERRORISM - SOLE SOURCE AGREEMENT WITH
PUBLIC HEALTH FOUNDATION ENTERPRISES INC.
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Instruct the Director of Health Services, or his designee, to sign a sole source agreement, substantially similar to attached Exhibit I, with Public Health Foundation Enterprises Inc., (PHFE) effective upon Board approval through August 30, 2005, at a maximum obligation of \$1,488,533, with provisions for a one-year automatic renewal through August 30, 2006, for the provision of personnel services to provide staff needed to perform vital work for bioterrorism preparedness and other public health threats in Los Angeles County, funded 100% by the Federal Centers for Disease Control and Prevention (CDC).
2. Authorize and delegate authority to the Director of Health Services, or his designee, to authorize the increase or decrease of up to 25% of the maximum obligation, based on the agency's performance and/or availability of funds during the term of the agreement.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

In approving the recommended actions, the Board is authorizing the Director of Health Services, or his designee, to sign a sole source agreement with PHFE effective upon Board approval through August 30, 2005, with provision for a one-year automatic renewal through August 30, 2006, for the provision of personnel services to provide staff needed to perform vital work for bioterrorism preparedness and other public health threats in Los Angeles County.

The Honorable Board of Supervisors
June 17, 2004
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Currently, DHS Contracts and Grants is developing a Request for Qualifications (RFQ) for qualified firms to perform personnel services for the Department. Until master agreements are approved as a result of that RFQ, a sole source contract with PHFE will provide for an expeditious hiring of staff for this project. Therefore, the Department did not advertise the services to be provided under the recommended agreement as a contracting opportunity on the County online Web Site. A sole source letter is on file and available for review with the Department.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the sole source agreement with PHFE, will allow for the effective and timely implementation of activities related to preparing and responding to acts of bioterrorism in Los Angeles County.

When approved, this Department requires three signed copies of the Board's action.

Respectfully Submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:jr

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLETCD2366.JR.wpd

LOS ANGELES COUNTY - DEPARTMENT OF HEALTH SERVICES
PUBLIC HEALTH SERVICES
SUPPLEMENTAL FUNDING
PH PREPAREDNESS AND RESPONSE FOR BIOTERRORISM
BUDGET SUMMARY
AUGUST 31, 2003 THROUGH AUGUST 30, 2004
NOTICE OF COOPERATIVE AWARD # U90/CCU917012-03-2
Redirect #2 June, 2004

Salaries and Wages	\$4,418,345
Fringe Benefits	\$1,561,900
Total Personnel Costs	\$5,980,245
Consultant Costs	\$1,617,705
Equipment	\$4,692,870
Supplies	\$713,520
Travel	\$271,388
Alterations and Renovation	\$1,467,795
Other	\$562,037
Consortium / Contractual Costs	\$13,393,148
 Total Direct Costs	 \$28,698,708
Indirect Costs	\$1,294,283
Total Budget	\$29,992,992

STAFFING SUMMARY

Focus Area A

	ACCOUNTING TECHNICIAN II	FILLED	1
	ACCOUNTING TECHNICIAN II	FILLED	1
	ACCOUNTING TECHNICIAN II	FILLED	1
	AREA HEALTH OFFICER, PUBLIC HEALTH	FILLED	1
	COMMUNICATION SERVICES ANALYST	FILLED	1
	CONTRACT PROGRAM AUDITOR	FILLED	1
	PHYSICIAN SPECIALIST	FILLED	1
	PROCUREMENT ASSISTANT II	FILLED	1
X	PROGRAM SPECIALIST PHN (PHFE)	VACANT	1
	PUBLIC HEALTH NURSE	VACANT	1
	RESEARCH ANALYST III	FILLED	1
	SR DEPARTMENTAL PERSONNEL ASSISTANT	FILLED	1
	SENIOR SECRETARY II	FILLED	1
	SENIOR TYPIST CLERK	FILLED	1
	SENIOR TYPIST CLERK	VACANT	1
	STAFF ANALYST, HEALTH	FILLED	1
	STAFF ANALYST, HEALTH	FILLED	1
X	STAFF ANALYST HEALTH(PHFE)	VACANT	1
X	STAFF ANALYST HEALTH(PHFE)	VACANT	1
	STAFF ASSISTANT II	VACANT	1
	STUDENT PROFESSIONAL WORKER	FILLED	1

Focus Area B

	ADMINISTRATIVE ASSISTANT II	FILLED	1
	ASSISTANT PROGRAM SPECIALIST, PHN	FILLED	1
	ASSISTANT PROGRAM SPECIALIST, PHN (IP)	FILLED	1
	ASSISTANT PROGRAM SPECIALIST, PHN	FILLED	1
	ASSISTANT STAFF ANALYST HEALTH	FILLED	1
	CHIEF PHYSICIAN III	FILLED	1
	ENVIR. HEALTH SPECIALIST III	FILLED	1
	ENVIR. HEALTH SPECIALIST III	FILLED	1
	ENVIRONMENTAL HEALTH TECHNICIAN	FILLED	1
X	EPIDEMIOLOGIST(PHFE)	VACANT	1
X	EPIDEMIOLOGIST(PHFE)	VACANT	1
	EPIDEMIOLOGIST	FILLED	1
	EPIDEMIOLOGY ANALYST	FILLED	1
	EPIDEMIOLOGY ANALYST	FILLED	1
	EPIDEMIOLOGY ANALYST	FILLED	1
	EPIDEMIOLOGIST ANALYST	FILLED	1
	EPIDEMIOLOGIST ANALYST	FILLED	1
	HEALTH EDUCATION ASSISTANT	FILLED	1
	HEALTH EDUCATOR	VACANT	1
	INDUSTRIAL HYGIENIST	FILLED	1
	INFORMATION SYSTEM COORDINATOR	VACANT	1
	INTERMEDIATE TYPIST CLERK	FILLED	1
	INTERMEDIATE TYPIST CLERK (IP)	FILLED	1
	INTERMEDIATE TYPIST CLERK	VACANT	1
	INTERMEDIATE TYPIST CLERK	VACANT	1
	PHYSICIAN SPECIALIST M.D.	FILLED	1
	PHYSICIAN SPECIALIST, MD	FILLED	1
	PROGRAM SPECIALIST, PHN	VACANT	1
	PROGRAM SPECIALIST, PHN	FILLED	1
	PROGRAM SPECIALIST, PHN	FILLED	1
	PUBLIC HEALTH NURSE	Vacant	1
	PUBLIC HEALTH NURSE	FILLED	1
	PUBLIC HEALTH NURSE	FILLED	1
	PUBLIC HEALTH NURSE	FILLED	1
	PUBLIC HEALTH NURSE	FILLED	1
	PUBLIC HEALTH NURSE	FILLED	1
	PUBLIC HEALTH NURSE	FILLED	1
	PUBLIC HEALTH NURSE	FILLED	1
	PUBLIC HEALTH NURSE	FILLED	1
	PUBLIC HEALTH NURSE	FILLED	1
	PUBLIC HEALTH NURSE (IP)	FILLED	1
	PUBLIC HEALTH NURSE (IP)	FILLED	1
	RESEARCH ANALYST III	FILLED	1
	SECRETARY II	FILLED	1
	SECRETARY II	FILLED	1
	SENIOR HEALTH EDUCATOR	FILLED	1
	SENIOR PHYSICIAN, MD	FILLED	1

Contract No. _____

PERSONNEL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____ 2004,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

PUBLIC HEALTH FOUNDATION
ENTERPRISES, INC (hereafter
"Contractor").

WHEREAS, California Health and Safety Code Section 101025
places upon the County's Board of Supervisors the duty to
preserve and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000
requires the County's Board of Supervisors to appoint a County
Health Officer; who is also the Director of County's Department
of Health Services (hereafter "DHS"), to prevent the spread or
occurrence of communicable, contagious, and/or infectious
diseases within the jurisdiction of County; and

WHEREAS, Director of County's DHS intent under this Agreement
is to perform said duties, while also enhancing State and local
preparedness for acts of bioterrorism, acts of terrorism, and
other public health emergencies within the County; and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on the date of approval by County's Board of Supervisors ("Board") and unless sooner canceled or terminated as provided herein, shall continue in full force and effect to midnight August 30, 2005. Said Agreement shall thereafter be automatically renewed for one year, without further action by the parties hereto, until and including August 30, 2006.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days' prior written notice to the other.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as

(\$1,488,533) as set forth in Exhibit A (Scope of Work August 31, 2005 through August 30, 2006), Schedule A, page 2, Budget (August 31, 2005 through August 30, 2006), attached hereto and incorporated herein by reference.

Contractor shall use such funds only to pay for expenditure categories (i.e., Operating Expenses), as set forth in Schedule A, page 1 and Schedule A, page 2 of Exhibit A, attached hereto, and only to the extent that such funds are reimbursable to County from CDC.

Contractor shall use such funds only to pay for services as set forth in Exhibit "A", attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County.

5. RULES AND REGULATIONS: During the time that Contractor or any of its employees are at any DHS facility, such persons shall be subject to the rules and regulations of such facility. Director's Administrator at each facility served hereunder shall furnish a copy of its rules and regulations to Contractor prior to execution of this Agreement and, during the term of this Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with all such rules and regulations. Contractor agrees to permanently withdraw any of its employees, or subcontractors, from the provision of services hereunder upon

designated in Exhibit A, and also includes time spent on preparation for such activities.

C. Original invoices shall be submitted directly to the Bioterrorism Preparedness Program, 241 North Figueroa, Room 209; Los Angeles, California 90012, no later than fifteen (15) working days after the end of each calendar month with duplicate invoice to: (2) Department of Health Services, Financial Management, 5555 Ferguson Drive, 1st Floor, City of Commerce, California 90022, Attention: Fiscal Services Unit. Contractor's invoices shall be sent to County within fifteen (15) days after the end of each month that Contractor provided such services.

In no event shall County be required to pay Contractor more than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY paragraph.

In the event that County is required, due to audit or otherwise, to reimburse funds for these services to the CDC or has its payment reduced, Contractor agrees to reimburse County or to allow County to reduce payments to Contractor accordingly.

8. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATION:

A. If sufficient monies are appropriated from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an

which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, the Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any County

provision shall survive the expiration or (other) termination of this Agreement.

11. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless the County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

12. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of the County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in Paragraph 12, Insurance Coverage

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retention for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retention as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

13. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office ["ISO"] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

either in whole or in part, without the prior written consent of Director. Any unapproved assignment or delegation shall be null and void. For purposes of this Paragraph, such Director consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any payments by the County to any approved assignee or delegatee on any claim under this Agreement shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction for any claim which Contractor may have against County, whether under this Agreement or otherwise.

If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without DHS's express prior written approval, may result in the termination of this Contract.

15. SUBCONTRACTING:

A. The requirements of this Agreement may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of the Agreement. If the Contractor desires to subcontract, the Contractor's written request to Director

and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. Subcontracts shall contain the following provision:
"This contract is a subcontract under the terms of a prime

reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

17. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled Additional Provisions, of which the terms and conditions therein contained are part of this Agreement.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

19. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement (including its Additional Provisions), and that of any

22. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012-2659

Attention: Division Chief

- (2) Department of Health Services
Revenue Management
313 North Figueroa Street, Room 527
Los Angeles, California 90012-2659

Attention: Director

B. Notices to Contractor shall be addressed as follows:

- (1) Public Health Foundation Enterprises Inc.
13200 Crossroads Parkway N, Suite 135
City of Industry, California 91746

Attention: Director of Contracts and Grants

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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PUBLIC HEALTH FOUNDATION ENTERPRISES INC.

ADDITIONAL PROVISIONS

PERSONNEL SERVICES AGREEMENT

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(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's authorized person to conduct business, make commitments, and enter into binding agreements with County changes; or Contractor's ownership of other businesses dealings with Contractor under this Agreement changes; Contractor

accordance with requirements of federal and State laws. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

In addition, Contractor's facility access for the handicapped must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County

Civil Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer

8. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall ensure that no employee or other person under Contractor's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

9. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

10. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and

outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/

County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

12. CONFIDENTIALITY: To the extent that Contractor may gain access hereunder to County patient records and information, Contractor shall maintain the confidentiality of such records and information from third parties, including but not limited to, billings and County records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of this confidentiality provision requirement. Contractor shall indemnify and hold harmless County, its officers, employees, agents, and subcontractors, from and against any and all loss, damage, liability, and expense arising out of any disclosure of patient records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.

13. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

Information in any manner outside of Business Associate's internal operations or to other than its employees.

(2) "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(3) "Protected Health Information (PHI) " has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (a) relates to the past, present, or future, physical or mental health, or condition of an Individual; the provision of health care to an Individual, or the past, present, or future, payment for the provision of health care to an Individual; (b) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), shall have the same meaning as those terms in the Privacy Regulations.

B. OBLIGATIONS OF BUSINESS ASSOCIATE:

(1) Permitted Uses and Disclosures of Protected Health Information: Business Associate:

a. shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Paragraph 13, Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Subparagraph(s), B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph, D.(3), and Subparagraph, E.(2) of this Agreement;

b. shall Disclose Protected Health Information to Covered Entity upon request;

c. may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

1) Use Protected Health Information; and

2) Disclose Protected Health Information if the Disclosure is Required By Law. Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

(2) Adequate Safeguards for Protected Health

Suite 493; Los Angeles, California 90012, no later than (10) ten business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure.

(4) Mitigation of Harmful Effect: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph 13, Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

(5) Availability of Internal Practices, Books and Records to Government Agencies: Business Associate agrees to make its internal practices, books, and records, relating to the Use and Disclosure of Protected Health Information, available to the Secretary of the federal Department of Health and Human Services ("DHHS") for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(6) Access to Protected Health Information: Business Associate shall, to the extent Covered Entity

Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its officers, employees, agents, representatives, or subcontractors.

Any accounting provided by Business Associate under this Subparagraph B.(8) shall include: a. the date of the Disclosure; b. the name, and address if known, of the entity or person who received the Protected Health Information; c. a brief description of the Protected Health Information disclosed; and d. a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Subparagraph B.(8), Business Associate shall document the information specified in a. through d., above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Subparagraph B.(8) to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

C. OBLIGATION OF COVERED ENTITY: Covered Entity shall notify Business Associate of any current or future

and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal DHHS.

(3) Disposition of Protected Health Information
Upon Termination or Expiration:

a. Except as provided in Sub-subparagraph b. of this Subparagraph (3), upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created, or received, by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of agents, representatives, or subcontractors, of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the

that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent, representative, and/or subcontractor to comply with all the terms of this Paragraph 13, Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

(3) Relationship to Services Agreement Provisions:

In the event that a provision of this Paragraph 13, Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), is contrary to another provision of this Agreement, the provision of this Paragraph 13 shall control. Otherwise, this Paragraph 13 shall be construed under, and in accordance with, the terms of this Agreement.

(4) Regulatory References: A reference in this Paragraph 13, Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to a section in the Privacy Regulations means the section as currently in effect, or may hereafter be amended.

(5) Interpretation: Any ambiguity in this Paragraph 13, Contractor's Obligation as a Business

that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve

that Contractor continues to qualify for an exception to the Jury Service Program.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

15. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations, guidelines and directives, for the operation of its business operation and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable federal, State,

work performed by or on behalf of Contractor pursuant to this Agreement.

17. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

18. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting applicable

debarment of Contractor, pursuant to County Code Chapter 2.202.

19. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each subcontractors to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org. for printing and review purposes.

Contractor acknowledges that the County laces a high priority on the implementation of the Safely Surrender Baby Law. The Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The County's Department of Children and Family Services will supply Contractor with the poster to be used.

20. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for

Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Agreement except for cause, subject to Contractor's personnel policies and procedures, and agreement(s) with its collective bargaining units.

Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Agreement term.

22. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

23. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the location(s) (e.g., facility[ies]) where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and local community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

24. DAMAGE TO COUNTY BUILDINGS, FACILITIES, OR GROUNDS:

Contractor shall repair, or cause to be repaired, at its own cost, any damage to County buildings, facilities, or grounds,

section 319, Public Law 101-121 (31 U.S.C. section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which Director may suspend or County may immediately terminate this Agreement.

28. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee, agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in

Agreement terms and performance standards. Any Contractor deficiencies or actions which are found to be in non-compliance with such terms and performance standards which Director determines are severe, or continuing, and that may place the performance of this Agreement in jeopardy if not corrected, will be immediately reported to County's Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective action measures to be taken by County and Contractor. If Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

30. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to

and to the extent specified in such Notice of Termination; and

(2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where, evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the

principals of either be suspended, debarred, eligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

33. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids (e.g., invitation for bids ["IFB"]), request proposals (e.g., request for proposals ["RFP"]), or do other similar competitive selection procedures, in order to select providers for the continued provision of the services delivered or contemplated under this Agreement. County and/or DHS shall make the determination to solicit bids or proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future bids, proposals, or other competitive selection procedure, by virtue of its present status as Contractor.

34. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to

PUBLIC HEALTH FOUNDATION ENTERPRISES INC.

EXHIBIT A

STATEMENT OF WORK

PERSONNEL SERVICES AGREEMENT

1. SERVICES TO BE PROVIDED: Contractor shall provide County with personnel services that will provide County's DHS with specialized personnel staff, difficult for the County to recruit and hire in a timely manner, that are trained and knowledgeable in the areas of bioterrorism, bioterrorism preparedness and other terrorist threats. Personnel may include supervisory staff, line, and other related personnel needed to administrate specific specialized tasks required for the Bioterrorism Preparedness Program.

Contractor's assigned personnel shall be responsible for any and all duties directed by Director to perform, including but not limited to the duties described in attached Schedule B attached hereto and incorporated herein by reference

Contractor and staff to be provided herein acknowledge they are to be used on a temporary or time-limited basis. Contractor's assigned personnel are subject to the benefits, discipline, termination, salaries, and all other personnel provision, as applicable, of the outside agency.

2. COMPENSATION: County agrees to compensate Contractor for actual reimbursable net cost in accordance with Schedule A,

E. County, at its sole discretion, may refuse utilization of specific Contractor employee(s).

F. Contractor's employee(s) shall be under the direct supervision of Director, while at an assigned location and/or County facility,

G. County's personnel shall be available to provide overall supervision and guidance to Contractor's personnel.

H. Contractor shall immediately remove any of its employees from the provision of services hereunder upon receipt of oral or written notice from DHS.

In such cases, Contractor shall bill DHS for the actual hours, or portion thereof, worked by said employee prior to his/her removal.

I. DHS may refuse utilization of any employee that any County Department has previously requested to be removed from the provision of services.

J. Contractor's management shall be available by phone to arrange to discuss services being provided herein with County staff within a reasonable time after notification by such Program staff.

K. Upon reporting for and leaving work, Contractor's employee(s) shall sign in and out on daily time sheets as required by Program.

L. County will provide parking space(s) to Contractor's employees on an as available basis.

BUDGET
PUBLIC HEALTH FOUNDATION ENTERPRISES INC.
FISCAL INTERMEDIARY POSITIONS
PROJECT NUMBER (BUDGETED LEVEL)
Date of Board Approval - August 30, 2005 (Period of Performance)

Job Code	Personnel/Position	Salary % Time or Hourly	Salary/Hourly Rate	Months	Benefits		Total
					B	BE	
Focus A	Community Enterprise Spec	100%	\$	12	x	x	\$ 73,284
Focus A	Health Academia Spec	100%	\$	12	x	x	\$ 73,284
Focus A	Logistical Mobilization Spec	100%	\$	12	x	x	\$ 74,940
Focus A	Asst Logistical Mob Spec	100%	\$	12	x	x	\$ 65,436
Focus A	Asst. Strategic Natl Stock	100%	\$	12	x	x	\$ 65,436
Focus A	Regional Policy BT	100%	\$	12	x	x	\$ 84,084
Focus B	Epidemiology Int Analyst	100%	\$	12	x	x	\$ 67,224
Focus B	Epidemiology Int Analyst	100%	\$	12	x	x	\$ 67,224
Focus C	Public Health Scientist II	100%	\$	12	x	x	\$ 69,588
Focus C	Public Health Scientist IV	100%	\$	12	x	x	\$ 77,556
Focus D	Public Health Scientist III	100%	\$	12	x	x	\$ 75,300
Focus D	Public Health Scientist III	100%	\$	12	x	x	\$ 75,300
Focus D	Analytical Chemist	100%	\$	12	x	x	\$ 57,984
Total Salaries							\$ 926,640
Basic Benefits @							\$ 98,500
Extended Benefits @							\$ 127,979
Total Personnel							\$ 1,153,119
Single Audit Cost							\$ 1,272
Insurance (G/L, D&O, etc)							\$ 3,117
Indirect Costs							\$ 81,026
Miscellaneous Supplies							\$ 250,000
Total Budget							\$ 1,488,533

* Includes all PHFE audit, insurance and indirect cost

PUBLIC HEALTH FOUNDATION ENTERPRISES INC.

ITEM DESCRIPTIONS

Community Enterprise Specialist (Staff Analyst)

This position will work with the Public Health Officer to integrate activities across various disease control programs, the business community and Emergency Medical Services Agency (EMS). Specialty should include business continuity planning.

Health Academia Specialist (Staff Analyst)

This position will serve as the Weapons of Mass Destruction (WMD) School Liaison integrating preparedness efforts within the school systems. Specialty should include school based health interventions.

Logistical Mobilization Specialist (Program Specialist)

This position will serve as Mass Clinic Coordinator and will assist in organizing the Strategic National Stockpile (SNS). Specialty should include armed services logistical background and public health certification.

Assistant Logistical Mobilization Specialist (Disaster Services Analyst)

This position will provide assistance with the activation of the Public Health Emergency Command Center and co-chair the Public

Public Health Scientist II (Chief Research Analyst)

The Chief Research Analyst is responsible for evaluating a wide variety of projects connected with the molecular epidemiologic and forensic aspects of laboratory preparation for response to biological terrorism. The Chief Research Analyst determines testing policy, including which specific equipment, media, and/or materials/supplies will be used in the test performance, and establishes the scope and nature of quality control procedures to assure accuracy and reliability of test results. The incumbent also is responsible for the design and standardization of test procedures in the BT laboratory sections, monitors performance of testing procedures, evaluates efficiency, conducts formal and informal training.

Public Health Scientist IV (Clinical Chemist Supervisor)

The Laboratory Training Coordinator will be responsible for laboratory training in regard to Focus Area C. The incumbent will be directly responsible for ensuring that all activities and work plan of the relevant laboratory training are addressed, including the coordination of curriculum for Public Health Microbiology Trainees, provision of Level A BT training to community/hospital laboratorians and Emergency Medical Services, developing resources for wet/dry workshops, and interfacing with other BT training programs and assuring that the Los Angeles

Investigations, first responders, and Hazardous Material teams to promote an integrated county-wide chemical terrorism response.

Public Health Scientist III (Clinical Chemist)

These positions will ensure that all activities and work plan of the Critical Capacities and Critical Benchmarks of Focus Area D are completed. The Senior Criminalist positions are PhD level analytical chemists who will develop and implement standardized chemical analyses to determine the nature and quantity of toxic substances in biological specimens and fulfill Level I /Level II requirements of the chemical terrorism response grant funded program. The Senior Criminalists will serve as a liaison with either 1) clinical, environmental, and food testing laboratories, or 2) with local law enforcement, FBI, first responders, and Hazardous Mateterial teams to promote an integrated county-wide chemical terrorism response.

Analytical Chemist (Senior Industrial Hygiene Chemist)

The Senior Industrial Hygiene Chemist will perform day-to-day chemical testing for chemical threat agents in biological matrices using both Inductively Coupled Plasma-Mass Spectrometer (ICP-MS) and Gas Chromatograph-Mass Spectrometer (GC-MS) technologies, be responsible for maintaining surge capacity inventories of reagents, supplies, and standards, and support Program development by assisting the Senior Criminalists.

JR/